

STATE OF LOUISIANA – INVITATION FOR BID



PROPOSAL NO.: IM-44

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PROPOSAL **MUST BE RECEIVED** NO LATER THAN

TIME:	10:00 AM
DATE:	04-01-2003
IFB COORDINATOR:	Stanley G. Torkowski
PHONE NUMBER:	225-342-8469
E-MAIL ADDRESS:	storkow@doa.state.la.us

This document constitutes an invitation to submit sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items described herein.

Proposals **must** be mailed to the Office of the Governor, Division of Administration (D0A), Office of Risk Management or hand carried to its offices at 1201 North 3rd Street Ground Floor, Suite G-192, P. O. Box 94095, Baton Rouge, Louisiana 70804-9095.

STATE OF LOUISIANA – VARIOUS STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS

FOR

Following Form All Risk Bridge Property Damage Coverage on Scheduled Bridges
(Including Business Income Coverage)

CONTRACT PERIOD:

Policy to be effective for the period of 12:01 A.M. July 01, 2003 to 12:01 A.M. July 01, 2004. Bids will be received up to **10:00 A.M., April 01, 2003** by the Administrative Section of the Office of the Governor, Division of Administration, Office of Risk Management, 1201 North 3rd Street, Ground Floor, Suite G-192, Baton Rouge, Louisiana. At the same hour of the same day and date bids will be publicly opened and read in the conference room at the Division of Administration, Office of Risk Management address. Bids received after this time will be returned to the bidder/contractor unopened.

BIDDER/CONTRACTOR INFORMATION/SIGNATURE:

The bidder hereby agrees to provide the insurance coverage and related services, at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the *State of Louisiana*, a binding contract, as defined herein, **shall** exist between the bidder and the *State of Louisiana*.

Insurance Agency Name

Signature of Designated Authorized Insurance Agency Representative

Print Name

Title

Mailing Address (Bidding Agency)

Telephone

City

State

Zip Code

THE FOLLOWING SECTION IS FOR STATE OF LOUISIANA USE ONLY

NOTICE OF AWARD

PROPOSAL
NUMBER:➔

IM-44

This proposal is accepted by the *State of Louisiana* as follows:

STATE RISK UNDERWRITING
SUPERVISOR

STATE RISK DIRECTOR

DATE

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**STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT (ORM)**

PART I

TERMS AND CONDITIONS OF AN INVITATION FOR BID

1. Terminology of an Invitation for Bid (IFB)

Throughout this document the words "bidder", "contractor", and "policy" may pertain to one or more bidder(s), contractor(s), or policy(ies).

Whenever the following words and expressions appear in an Invitation for Bid document or any amendment, exhibit, or attachment thereto, the definition or meaning described below **shall** apply.

- 1.1 Authorized** - Is an admitted or non-admitted insurance company approved by the Commissioner of Insurance to do business in the *State of Louisiana*.
- 1.2 Bid Close Date and Time and Similar Expressions** - The exact deadline required by the IFB for the physical receipt of bids by the Division of Administration (DOA), Office of Risk Management in its office.
- 1.3 Bidder** - The person or organization that responds to an IFB with a proposal and prices to provide the service, supplies, or equipment as required in the IFB document. **All provisions contained in this solicitation, which are addressed to the bidder, shall apply equally to the contractor.**
- 1.4 Budget Agency or State Budget Agency** - Any unit of state government in the *State of Louisiana* for which the policy of insurance and service is being purchased by the OFFICE OF RISK MANAGEMENT sometimes hereinafter referred to as ORM.
- 1.5 Buyer** - The procurement staff member of ORM.
- 1.6 Contractor** - The person or organization who enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money and includes the bidding agent or agency and the insuring company whose names appear on the cover sheet and EXHIBIT III of the invitation for bid. **All provisions contained in this solicitation, which are addressed to the contractor, shall apply to the bidder.**
- 1.7 Guaranteed Cost** - Premium charged on a prospective basis, fixed or adjustable, or on a specified rating basis, but never on the basis of loss experience. In other words, the cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) **must** remain fixed during the contract period.
- 1.8 Invitation for Bid or IFB** - Those procurement documents issued by ORM to potential bidders/contractors for the purchase of insurance coverage and related service as described in the document. The definition includes all attachments, exhibits, schedules, supplemental pages, and/or amendments thereto.
- 1.9 Manuscript Endorsement** - Any unprinted, typed endorsement changing any conditions, agreements, exclusions or warranties of the contract.
- 1.10 Must and Shall** - When these words are used the performance of a certain act is a mandatory condition and **shall** be performed exactly as described.
- 1.11 Designated Authorized Representative** - When used in regards to the insurance company or an incorporated insurance agency, these words mean an elected corporate officer with power of attorney for the insurance company/agency. The requirements of power of attorney are specified

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in PART IV, Section 3 of these specifications. When used in regards to an unincorporated insurance agency, these words mean the owner of the agency.

2. Open Competition

- 2.1 It is the intent and purpose of ORM that the Invitation for Bid permits free and open competition. However, it **shall** be the bidder's/contractor's responsibility to advise ORM if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements to a single source or otherwise unduly or unnecessarily prohibits the submission of a bid. The notification **must** be received by ORM within ten (10) calendar days prior to the bid close date and time. Bidders are requested to bring to the attention of ORM any perceived problems with these specifications at the earliest possible opportunity in order to allow clarification or amendment with minimum disruption to the bid process.

3. The Invitation for Bid Document (IFB)

- 3.1 The IFB contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (technical requirements) and related contractual commitments with which the bidder/contractor **must** comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which **must** be observed and satisfied by the bidder/contractor when submitting a bid for consideration.
- 3.2 The IFB or a Notice to Bidders is mailed to persons and organizations at the address currently on file with the DOA, Purchasing Section. If any portion of the address is incorrect, the bidder/contractor **must** notify the buyer upon receipt of the document. Any subsequent amendment to an IFB will be mailed to the same address as the original IFB unless otherwise notified.
- 3.3 Additional copies of the bid proposal forms, information, specifications and subsequent amendments may be obtained on line at <http://www.state.la.us/orm/uwnewbid.htm>.

4. Amendments to an Invitation for Bid

- 4.1 ORM reserves the right to officially modify (or cancel) an IFB after issuance. Such a modification shall be identified as an amendment and numbered in a sequential order as issued.
- 4.2 If bidder/contractor has not received all amendments which have been issued by ORM, it is the bidder's/contractor's responsibility to contact ORM to obtain a copy(ies) of the amendments. If the designated authorized representative of the insurance agency fails to acknowledge receipt of all amendment(s) by signing the amendment(s) in the designated area and returning same with bid response, the bidder's/contractor's submission will not be considered a responsive bid.
- 4.3 The designated authorized representative of the insurance agency may acknowledge the acceptance of the conditions of an amendment...by telegraphic notice or electronic mail services if issued to and physically received in the Office of Risk Management - Administrative Section no later than the official bid close date and time. Verbal messages from either a telegraph company or the bidder/contractor shall not be permitted or considered as an acceptance of an amendment.

5. Questions by Bidders

- 5.1 Any questions related to an IFB **must** be directed to the buyer in ORM whose name appears at the top of the form on page 1. Prior to the award of the IFB, the bidder/contractor **shall** not contact nor ask questions of the State agency for which the required insurance is being procured, unless so stated elsewhere in these specifications. **Questions shall be submitted in writing and will be answered in writing in the form of an amendment and forwarded to all vendors who were mailed an IFB.** Any correspondence related to an IFB should refer to the appropriate IFB number, page and paragraph number, etc. However, do not place the IFB number on the outside of the envelope containing questions since such an envelope will be identified as a sealed bid and will not be opened until after the official bid close date and time. Correspondence should be mailed to the

Office of Risk Management, P. O. Box 94095, Capitol Station, Baton Rouge, LA 70804-9095.

5.2 All questions **must** be received by ORM at least fifteen (15) calendar days prior to the bid opening date. All answers will be mailed to the vendors at least ten (10) calendar days prior to the bid opening date.

5.3 Questions will also be permitted at Pre-Bid Conferences when scheduled. If scheduled, the IFB will contain the date, time, and location of the Pre-Bid Conference; attendance will be at the bidder's/contractor's expense. The bidder/contractor should bring a **copy** of the IFB since it will serve as the agenda. However, since impromptu questions may be asked and since spontaneous answers may be given, the only official position of ORM or a State agency **shall** be the position or answer issued to bidders/contractors in writing. Transcripts are not made nor issued to bidders/contractors.

6. Instructions for Submission of Bid(s) by Bidders/Contractors

6.1 A proposal submitted **must** be manually signed in ink by the designated authorized representative of the insurance agency and the insurance company. ORM will accept either the original insurance company designated authorized representative's signature submitted with the bid response or a facsimile copy of the insurance company designated authorized representative's signature on EXHIBIT III in lieu of an original signature. The original of EXHIBIT III containing the insurance company designated authorized representative's original signature **must** be received at ORM's office within ten (10) working days after the bid opening date. Failure to timely submit said original of EXHIBIT III may result in rejection of the bid. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the requirement of a company and an agency signature; however, the submission of a bid bond allows any authorized person from the company and the agency to sign the invitation in lieu of the designated authorized person.

6.1.1 The designated authorized representative of the insurance agency **shall** manually sign in ink the following:

6.1.1.1 Form ORM-02

6.1.1.2 Any amendments to the specifications

6.1.2 The designated authorized representative of the insurance company **shall** manually sign in ink the following:

6.1.2.1 EXHIBIT III

6.2 All attachments **shall** be returned as follows:

6.2.1 **Must** contain all information required by the IFB.

6.2.2 The bid **shall** be priced as required in the IFB.

6.2.3 **Must** be sealed in an envelope or box with security deposit attached, if required.

6.2.4 **Must be delivered to the Office of Risk Management - Administrative Section and officially clocked in no later than the exact time on the date as specified in the IFB.**

6.2.5 Entire IFB and Amendment (if applicable) shall be returned except as otherwise provided in these specifications.

6.3 THE SEALED ENVELOPE OR BOX CONTAINING AN IFB SHALL BE CLEARLY MARKED ON THE OUTSIDE BOTTOM LEFT CORNER WITH THE FOLLOWING:

6.3.1. THE OFFICIAL IFB PROPOSAL NUMBER.

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6.3.2. THE OFFICIAL CLOSE DATE AND TIME.

- 6.4** Please submit your bid with pages numbered in the bottom right-hand corner of each page in the following manner: 1 of 4, 2 of 4, etc.

7. Proposal Opening

- 7.1** Shortly after the expiration of the official bid close date and time, bids will be opened. The bidders/contractors and the public are invited, but not required to attend the formal opening of bids. Prices will be read aloud to the public. However, no decisions related to an award of a contract **shall** be made at the opening.
- 7.2** Due to manpower limitation, buyers shall not repeat prices after an opening via telephone request. Please do not make such requests. However, upon written request a photocopy of the Summary of Quotations shall be mailed to interested bidders/contractors.

8. Late Proposals

- 8.1** Any bid received by the DOA, Office of Risk Management after the exact bid closing date and time **shall** not be opened and **shall** not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- 8.2** It is the bidder's/contractor's sole responsibility to insure that the proposal is physically received and officially clocked in as a sealed document by the DOA-Office of Risk Management in its offices no later than the official close date and time. Late bids **shall** be returned to bidders/contractors unopened.

9. Rejection of Bids

An invitation for bids, a request for proposals, or other solicitation may be canceled or all bids or proposals may be rejected, if it is determined in writing by the chief procurement officer or his designee that such action is taken in the best interest of the State.

10. Public Notice of Awards

- 10.1** ORM has no facilities for furnishing abstracts of bids; a complete record of all bids is on file in this office subject to inspection of any citizen who is interested in investigating, for any purpose, the record of State purchases.
- 10.2** Bidders are permitted to review competitors' bids and evaluate documents in accordance with the provisions of the Public Record Act, Louisiana R.S. 44:1 et. seq. Such review **must** be conducted on site in ORM in accordance with the public records statutes.

11. Non-Award of Contract Due to Insufficient Funds

ORM reserves the right to reject the bid for insurance coverage if the insured(s) does/do not have sufficient funds available with which to pay the premium.

12. Contract Resulting From an IFB

- 12.1** The bidder/contractor is advised that the *State of Louisiana* does not sign standard contract forms. The IFB document issued by ORM contains signature lines for the designated authorized representative of the insurance agency and of the insurance company which **shall** be signed when submitted as a bid. Immediately below the bidder's/contractor's signature line is a section entitled "Notice of Award" which contains signature lines for officials of the *State of Louisiana*. To consummate a contract, officials of the *State of Louisiana* need only to sign the

Notice of Award section of the form.

- 12.2** Be aware that the actual contract between the *State of Louisiana* and the bidder/contractor shall consist of the following documents: (1) IFB and any amendments issued thereto, (2) the proposal submitted by the bidder/contractor in response to the IFB, (3) the actual policy issued. In the event of a conflict in language between items 1, 2, and 3 referenced above, the provisions and requirements set forth and/or referenced in the IFB shall govern. ORM reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB and the bidder's/contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB shall govern. The refusal of the bidder/contractor to conform to the provisions and requirements set forth and/or referenced in the IFB shall result in the award of the contract to the new lowest bidder/contractor. The bidder/contractor is cautioned that its proposal shall be subject to acceptance by ORM without further clarification. In the event of any discrepancies between the insurance requirements delineated in these bid specifications and the model policy provided herein, the bid specifications shall govern.

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PART II
TECHNICAL SPECIFICATIONS

1. General Specifications

- 1.1** The bidder/contractor **shall** provide Following Form All Risk Bridge Property Damage Coverage on Scheduled Bridges (Including Business Income) for *State of Louisiana*, Department of Transportation and Development, Crescent City Connection Division.
- 1.1.1** The bidder/contractor **shall** agree that underwriting information provided in the schedule is believed to be correct and it **shall** not be considered in any way a warranty by ORM and **shall** not impair the rates for the insurance coverage based upon the information provided.
- 1.1.2** Bids submitted by admitted companies (including reinsurance carriers which desire to submit bids for any coverage layer requested or excess of any coverage layer requested) licensed to do business in the *State of Louisiana* possessing a **Best's Insurance Reports policyholder's current rating of "A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher will be considered first.** Surplus line companies or non-admitted companies possessing a **Best's Insurance Reports policyholder's current rating of "A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher** will be considered and accepted only if acceptable bids are not tendered by an admitted company. The bidding company **shall** meet the qualifications mentioned above without regard to any cut-through endorsements to a higher company. Direct quotations from companies (including reinsurance carriers) **shall** be considered an alternate bid. Mutual companies which write assessable insurance policies are not acceptable and will not be considered for award of the bid.
- 1.2** The contract and policy term **shall** be for the period of time as reflected under EXHIBIT I.
- 1.3** Invoices for policies delivered and accepted **shall** be submitted (in duplicate) by the bidder/contractor on its own form directly to ORM, Division of Administration.
- 1.4** **Premiums for each State budget agency shall be computed separately where policies of insurance cover more than one State budget agency.**
- 1.5** **Contractor shall be required to furnish closure claims settlement notices to ORM, Division of Administration, on all settlements of claims and a quarterly report reflecting claims opened and closed and claims reserved and paid per agency by policy year including all allocated loss adjustment expenses until all claims are closed.**
- 1.5.1** Date of Loss;
- 1.5.2** Status of Claim(open, closed, reopened)
- 1.5.3** Brief description of loss;
- 1.5.4** State Agency name;
- 1.5.5** Amount of claim as indicated below(by coverage code, if coverage code is applicable);
- 1.5.5.1** Total incurred;
- 1.5.5.2** Amount paid;
- 1.5.5.3** Amount reserved;
- 1.5.5.4** Amount recovered;
- 1.5.5.5** Amount of claim as indicated below(by coverage code, if coverage code is applicable);
- 1.5.5.6** Net Incurred
- 1.6** All books and records of transactions under this contract **shall** be maintained by the bidder/contractor for a period of five (5) years from the date of the final payment under the contract.

- 1.7 ORM will execute any "A" rate form or Louisiana Certification of Exempt Commercial form as necessary to enable the underwriter to comply with any premium charge quoted and preclude any violation of rating bureau requirements (if applicable). The form(s) will be executed upon written request. See Schedule "B" for sample copy of form.
- 1.8 **The contractor shall make special filings of policy forms with the Louisiana Department of Insurance as needed to comply with coverage requested in these specifications prior to the issuance of the policy.**
- 1.9 At the request of ORM, the insurance policy issued to include coverages as reflected in PART IV, of these specifications will be revised by way of endorsements to the policy extending or deleting coverage as a result of any changes in units of exposure, if needed.
- 1.10 A bidder/contractor offering a direct sale of insurance to the State should have reduced the policy premium by the amount of the commission which would have been paid, as indicated by Louisiana R.S. 39:1631.
- 1.11 "It **shall** be unlawful for an agent (bidder/contractor) to split, pass on or share with any person, group, organization or other agent, except the *State of Louisiana*, all or any portion of the commission derived from the sale of insurance to the State..." Louisiana R.S. 39:1632.

2. General Required Endorsements

The "policy of insurance" as used in this section **shall** mean policy issued by the successful bidder/contractor.

- 2.1 The cancellation provisions of the policy of insurance shall be replaced with the following: **"It is agreed that the guidelines set forth in this policy as regards cancellation of coverage are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:**

The insured may cancel the policy by returning it to the company or by giving the company advance notice of the date cancellation is to take effect. The company may cancel or non-renew the policy by mailing to the insured by "Certified Mail, Return Receipt Requested" (at the insured's last known address by the company) written notice of cancellation at least:

Thirty (30) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or

One hundred-twenty (120) days notice if cancellation or non-renewal is due to any other reason.

The company may deliver any notice instead of mailing it. A signed return receipt will be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period."

- 2.2 Blank

- 2.3 Blank

- 2.4 Blank

- 2.5 The policy of insurance **shall** include this endorsement: **"The policy shall furnish automatic coverage on newly acquired property for thirty (30) days and ten (10) days on leased or rented property, where applicable."**

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2.6 The policy of insurance shall include this endorsement: **"For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, State of Louisiana is authorized to act for all insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management, Division of Administration, Post Office Box 94095, Capitol Station, Baton Rouge, LA 70804-9095."**

2.7 Blank

3. Special Required Endorsements

3.1 "The policy of insurance shall include this endorsement:

"Each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each adjusted claim the sum of \$1,000,000 shall be deducted.

In the event of any recovery or salvage on a loss which has been or is being paid thereunder, such recovery or salvage shall occur entirely to the benefit of the Company under this policy until the sum paid by them has been made up."

3.2 Policy of insurance shall include this statement:

"It is agreed that the guidelines set forth in this policy as regards the time limitation to render a proof of loss are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:

The Assured shall as soon as practicable report to the Company or its agent every loss or damage which may become a claim under this policy and shall also file with the Company or its agent within two (2) years from date of loss a sworn proof of loss. Failure by the Assured to report the said loss or damage and to file such sworn proof of loss as herein before provided shall invalidate any claim under this policy for such loss. In the event that it is not possible to evaluate the loss within two (2) years, the Company agrees to extend the filing period for proof of loss to sixty (60) days beyond the date loss is actually determined."

3.3 Policy of insurance shall include this statement:

"It is agreed that the "Suit Conditions" in this policy are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:

No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twenty-four (24) months next after discovery by the Assured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the state within which this policy issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state to be fixed herein. In the event that it's not possible to evaluate extent of loss within a period of two (2) years the Company agrees to waive prescription for a period of sixty (60) days after extent of loss is determined."

3.4 Policy of insurance shall include this statement:

"It is expressly stipulated and made a condition of this policy that the Company shall be liable for no greater proportion of any loss than the amount hereby insured bears to eighty percent (80%) of the replacement cost of the property described herein immediately prior to the loss, and without deduction for depreciation, nor for more than the proportion which this policy bears to the total insurance thereon, whether valid or not and whether

collectible or not. If this policy be divided into two or more terms the foregoing conditions shall apply to each item separately."

4. Delivery Dates and Location

- 4.1 The policy of insurance **shall** be received by ORM within forty-five (45) days from the inception date of the policy and **shall** not be delivered to any other State agency.
- 4.2 Coverage binder **shall** be received by ORM within five (5) days of the date award is made.
- 4.3 **Bidder/Contractor shall issue endorsement(s) to any additional insured(s) as requested by the Named Insured.**
- 4.4 This is a request for a guaranteed cost for one (1) year policy in effect from July 1, 2002 to July 1, 2003 with two one-year options to renew at the same rates.

5. Claims Service

- 5.1 The bidder/contractor shall provide claims service for the **Following Form All Risk Bridge Property Damage Coverage on Scheduled Bridges (Including Business Income)** coverage.
- 5.2 The claims service shall be responsible for the handling of our claims to their conclusion in a professional manner. Should the contract be terminated the bidder/contractor **shall** remain responsible for occurrences that take place during the policy period.
- 5.3 The contractor **shall** furnish an adjusting firm, with ORM's concurrence, having qualifications equal to a general adjuster specializing in bridge property damage with the ability to perform inspections within twenty-four (24) hours after notification of loss, upon the request of ORM. The insured **shall** report all losses to the agent-of-record (contractor). The company **shall** not contest any settlement made by ORM unless written notice of its intent to participate in the loss adjustment has been made within fourteen (14) days after receipt of the Property Loss Notice to the agent-of-record.
- 5.4 ORM shall be responsible for payment of the outside adjusting cost for all claims which fall below our retention. Bidder/Contractor shall be responsible for payment of outside adjusting cost for all claims which exceed ORM retention. On claims below ORM retention, outside adjuster will bill ORM. On claims above our retention, outside adjuster will bill contractor. On claims which initially are determined to be within ORM retention, but eventually exceed ORM retention, the contractor must reimburse ORM for outside adjusting services.
- 5.5 Outside adjusting costs are defined as any necessary expenditures incurred in determining the value of the loss.
- 5.6 The use of engineers, architects or other consultants to verify structural damage or other claim aspects which may be beyond the expertise of the outside adjusting firm, will also be considered as expenditures incurred to determine the value of the loss. However, the use of needed consultants shall not be limited to those named above.
- 5.7 ORM reserves the right to either handle claims below \$1,000,000 in house or assign them to an outside adjuster.

6. Blank

7. Rates

- 7.1 The contractor **shall** provide ORM with the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I as regards **Following Form All Risk Bridge Property Damage Coverage on Scheduled Bridges (Including Business Income Coverage)**. The rate(s) **shall** be indicated on EXHIBIT II of these specifications.

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PART III

GENERAL CONTRACTUAL REQUIREMENTS

1. Bidder/Contractor **shall** be bound by the provisions of Louisiana R.S. 39:1551, et. seq., (The Louisiana Procurement Code).
2. Unless otherwise provided by law, a contract for services may be entered into for periods of not more than three years. No contract **shall** be entered into for more than one year unless the length of the contract was clearly indicated in these specifications. At the option of the *State of Louisiana* and upon acceptance by the bidder/contractor, any contract awarded for one year may only be extended for two additional twelve-month periods -- not to exceed a total contract period of thirty-six months.
3. **Appropriation Dependency Clause**
 - 3.1 The continuation of this agreement is contingent upon the appropriation of funds, to fulfill the requirements of the agreement, by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of this agreement, or if a lawful gubernatorial order issued in or for any given fiscal year during the term of this agreement, reducing the funds appropriated in such amounts as to preclude making the payments set out herein, the agreement **shall** terminate on the date said funds are no longer available without any liability incurring onto the State other than to make payment for services rendered prior to the termination date.
 - 3.2 However, the State **shall** be under a duty to make such determination only in good faith and not, arbitrarily and without justification, to cancel this agreement for the sole purpose of acquiring from another vendor other products of comparable quality and value, and the State agrees that it will use its best efforts to obtain approval of necessary funds to fulfill the obligations of this agreement by taking the appropriate action to request adequate funds to continue this agreement.
4. Endorsements extending and/or deleting coverage which are issued to the policy of insurance **must** reflect any increases or decreases in the amount of the bidders'/contractors' compensation (premium) and **shall** serve to modify or amend the premium as reflected on EXHIBIT I of these bid specifications. No other method, and/or no other document, including correspondence, acts and oral communications by or from any person, **shall** be construed as a modification or supplementation of the contract except as herein delineated as regards amendments and endorsements.
5. In the event the company or companies originally contracted with by ORM fail(s) to perform, ORM **shall** allow substitution for such company or companies if the parties sought to be substituted meet other criteria established by these specifications. In the event substitution of company or companies occur, company signature pages signed by the replacement company or companies **must** also be submitted to ORM.

PART IV

GENERAL BID INFORMATION

1. Special Instructions to Bidder

- 1.1** The bidder/contractor **must** respond to this IFB by submitting all data required herein in order for this bid to be evaluated and considered for award. Failure to submit such data **shall** be deemed sufficient cause for disqualification of a bid from further consideration of award.
- 1.2** The bidder/contractor **shall** provide **Following Form All Risk Bridge Property Damage Coverage (Including Business Income Coverage)** which **must** equal or exceed the coverage provided in the underlying self-insurance policy issued by ORM and reflected in Schedule B of these specifications.
- 1.3** Any change or restriction in conditions, warranties, or exclusions from the underlying policy (found elsewhere in these specifications) or from these specifications **must** be completely explained in writing and attached to the bid. Any such deviations which provide less coverage and/or service than that required in the underlying policy and/or these bid specifications **shall** be considered an alternate quotation. Any such change or restriction **shall** be indicated on EXHIBIT V of these specifications. **Submission of sample policy(ies) and/or service narrative shall not be considered to be in compliance with the above stipulations.**
- 1.4** ORM reserves the right to reject any or all bids.
- 1.5** Bidder/Contractor is bound by all of the terms, prices and conditions of its bid for a term of sixty (60) days after bid opening. No bid may be withdrawn prior to the expiration of that sixty (60) day period.
- 1.6** Bids will be awarded by competitive sealed bidding, pursuant to R.S. 39:1594. Only dollar values stated in EXHIBIT I will be considered for award of the bid. The DOA/ORM reserves the right to award the bid for the option which provides the highest limit of coverage at the lowest premium within the budget agency(ies) allocated funding.
- 1.7** Blank
- 1.8** A contract or order resulting from this invitation **shall** be awarded in response to a bid providing the lowest responsible and responsive bid to the *State of Louisiana*.
- 1.9** Any award of the contract resulting from this invitation **shall** be made by written notification from ORM.
- 1.10** **As respects this bid, company name and signature of designated authorized representative of the insurance company shall be indicated on EXHIBIT III of these specifications. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the need for a company signature; however, the submission of a bid bond allows any authorized person from the company to sign the invitation in lieu of the designated authorized person.**

2. Pricing Information

- 2.1** The bidder/contractor **shall** provide fixed rates for services as required by the Technical Specifications. These costs **shall** be shown on the form attached as EXHIBIT I and EXHIBIT II, which **must** be returned with the proposal along with the entire IFB document.
- 2.2** The bidder/contractor **must** provide other information as required in EXHIBIT I.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
IM-44	*	GENERAL BID	*	04-01-2003	*	15 of 45
		INFORMATION				

2.3 The bidder's/contractor's quotation **shall** be based on the following:

2.3.1 **Guaranteed Cost Plan** - Any Proposal submitted by the bidder/contractor **must** be submitted on the form herein provided with the blank spaces filled in showing the annual premium based on the coverages reflected in PART IV of these specifications.

2.4 Percentage of commission return **shall** reflect that percentage of the total premium which will be returned to the State by the successful bidder/contractor, if applicable, and as allowed in Louisiana R.S. 39:1631 and Louisiana R.S. 39:1632.

2.5 Any increase and/or decrease in premiums during the policy period **shall** increase and/or decrease amount of commission return to the same degree of percentage as the original commission return utilized in the net premium determination.

2.6 Annual/Anniversary premium **shall** be on a flat rate basis with no adjustments being made in a policy year for an increase or decrease in exposure units. However, subsequent anniversary billings will reflect any premium adjustments due to change in exposure units.

2.7 Blank

2.8 Blank

3. Bidder Information

3.1 As regards the insurance company and an incorporated insurance agency, the bidder/contractor shall attach either one of the following (Items 3.1.1 or 3.1.2) to the proposal:

3.1.1 Board resolution or power of attorney (with seal):

3.1.1.1 giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance agency.

3.1.1.2 giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

3.1.1.3 giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

3.1.2 Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of *Net Annual Premium* can be rounded to nearest dollar.

3.2 As regards an unincorporated insurance agency (sole proprietor agency), the bidder/contractor shall attach either one of the following Items (3.2.1 or 3.2.2) to the proposal.

3.2.1 Notarized affidavit, board resolution or power of attorney (with seal):

3.2.1.1 giving documentation from the Louisiana Insurance Department reflecting proof of ownership of the agency.

3.2.1.2 giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

3.2.1.3 giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

3.2.2 Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of Net Annual Premium can be rounded to nearest dollar.

3.3 The bidder/contractor **must** submit with its response to this IFB, a certificate of insurance showing proof of errors and omissions coverage on the agent and/or broker with limits of liability of at least \$1,000,000. This errors and omissions coverage must be maintained throughout the period of this contract.

3.4 The bidder/contractor **must** submit a narrative description of the claim service it proposes to provide. The narrative should include, but not necessarily limited to, a description of the claim handling procedures (routine processing) commencing with the date of loss, reaction time on claims and length of time before a claims payment will be made. The bidder/contractor **shall** be held contractually responsible for information provided in EXHIBIT IV.

4. Insurance Required

4.1 The contractor shall provide **Following Form All Risk Bridge Property Damage Coverage on Scheduled Bridges (Including Business Income Coverage)** subject to the following:

4.1.1 ORM requires that the policy of insurance **shall** provide coverage equal to or exceeding the coverage provided in policy forms reflected in Schedule B of these specifications. The policy of insurance **shall** also include the General Required and special required Endorsements reflected in PART II of these specifications. Endorsement Number IM-09 is not applicable to quotation including coverage for terrorism.

4.1.2 Coverage **shall** consist of physical loss or damage to all appurtenances, equipment, fixtures, and accessories attached to and forming a part of the bridge, but **shall** exclude canopy and toll booths, administration buildings, garage, and other buildings, their contents and equipment.

4.2 Limits of insurance **shall** be as follows:

Deductible: \$1,000,000 per occurrence

4.2.1 New Orleans Bridge No. 1

-Bridge Value:	\$232,122,070.
Limit of Insurance:	\$232,122,070.
-Co-Insurance Clause:	80%
-Debris Removal:	\$ 5,000,000. Per Occurrence
-Business Income-	
Annual Receipts:	\$ 9,897,667.
Limit of Insurance:	\$ 9,897,667.

4.2.2 New Orleans Bridge No. 2

-Bridge Value:	\$317,926,530.
Limit of Insurance:	\$317,926,530.
-Co-Insurance Clause:	
-Debris Removal:	\$ 5,000,000. Per Occurrence
-Business Income-	
Annual Receipts:	\$ 9,897,667.
Limit of Insurance:	\$ 9,897,667.

Note: Tolls are charged on only one span, but the money collected is used for maintaining both spans. For accounting purposes the Department of Transportation divides the toll amounts equally between the two spans.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
IM-44	*	GENERAL BID	*	04-01-2003	*	17 of 45
		INFORMATION				

4.3 Name Insured:

State of Louisiana- Department of Transportation and Development and Crescent City Connection Division.

**C/O Office of Risk Management
Post Office Box 94095, Capitol Station
Baton Rouge, Louisiana 70804-9095**

4.4 Additional Insured:

4.4.1 As regards the New Orleans Bridge No. 1 only:

First National Bank of Commerce
New Orleans, LA 70130

5. Underwriting Information

5.1 Two quotations are requested. One for coverage including terrorism coverage and one for coverage excluding terrorism coverage.

5.2 Description of Bridges

5.1.1 New Orleans Bridge No. 1

That certain steel and concrete highway bridge, known as "The Greater New Orleans Bridge" (including approaches) spanning the Mississippi River in the City of New Orleans located at the vicinity of Thalia Street in New Orleans, and Bringier Street in Algiers; coverage beginning on New Orleans side at Camp Street (Bent N31- approximately Station 83 + 00) but including two curves connecting with West Bank Expressway and Victory Drive. Coverage shall include all appurtenances, equipment, fixtures, accessories attached to and forming a part of the bridge, but shall exclude toll booths, administration building, garage, and other buildings, their contents and equipment.

5.1.2 New Orleans Bridge No. 2

That certain steel and concrete highway bridge, known as "The Greater New Orleans Bridge No. 2" (including approaches) spanning the Mississippi River in the City of New Orleans located approximately 310 feet from the Greater New Orleans Bridge No. 1; beginning at the abutment at the Toll Plaza on the Westbank to Camp Street on the Eastbank. Coverage shall be extended to include approaches, access ramps, appurtenances, equipment, fixtures, and accessories attached to and forming a part of the bridge, but shall exclude toll booths, administration building, garage and other buildings, their contents and equipment.

5.2 Bridge Inspection/Survey

A copy of the most recent Valuation and Engineering Reports for the New Orleans Bridges No.1 and No. 2 may be reviewed, by appointment only, Monday through Friday, from 8:00 a.m. to 4:30 p.m. at the following location. To make an appointment contact:

Alan LeVasseur phone # (504) 376-8100
Executive Director
Department of Transportation and Development
2001 Mardi Gras Blvd.
New Orleans, Louisiana

EXHIBIT I

BID QUOTATION FORM INCLUDING TERRORISM COVERAGE

The bidder/contractor proposes to furnish a policy providing **Following Form All Risk Bridge Property Damage (Including Business Income Coverage)** insurance for the premium stated below for the **State of Louisiana, Department of Transportation and Development and Crescent City Connection Division** effective for the period of **July 1, 2003 to July.1, 2004**, with two one-year options to renew.

	One Year Policy with Two One-Year Options to Renew	
	<hr/>	
Total Annual Installment Premium ¹ (including any policy tax, surplus tax, policy fees, etc.)	\$	
	<hr/>	
Less Commission Return ² (Per Louisiana R.S. 39:1632)	-\$	()%
	<hr/>	
Net Annual Installment Premium	\$	
	<hr/>	

¹In the event the percentages of policy tax, or surplus lines tax or other taxes increase due to changed legislation, the bidder(s)/contractor(s) **shall** absorb the increases as the State cannot pay more than the amounts quoted on the successful bid except in the instances of increased coverage.

²For explanation refer to PART II - Technical Specifications, Subsection 1, General Specifications, Paragraph 1.10 and PART IV - General Bid Information, Subsection 2, Pricing Information, Paragraph 2.4. **Bidder/Contractor must reflect percentage of total premium which will be returned to the State.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
IM-44	*	<i>BID QUOTATION FORM</i>	*	04-01-2003	*	19 of 45

EXHIBIT I

BID QUOTATION FORM EXCLUDING TERRORISM COVERAGE

The bidder/contractor proposes to furnish a policy providing **Following Form All Risk Bridge Property Damage (Including Business Income Coverage)** insurance for the premium stated below for the **State of Louisiana, Department of Transportation and Development and Crescent City Connection Division** effective for the period of **July 1, 2003 to July.1, 2004**, with two one-year options to renew.

	<u>One Year Policy with Two One-Year Options to Renew</u>	
Total Annual Installment Premium ¹ (including any policy tax, surplus tax, policy fees, etc.)	\$	
Less Commission Return ² (Per Louisiana R.S. 39:1632)	-\$	()%
Net Annual Installment Premium	\$	

¹In the event the percentages of policy tax, or surplus lines tax or other taxes increase due to changed legislation, the bidder(s)/contractor(s) **shall** absorb the increases as the State cannot pay more than the amounts quoted on the successful bid except in the instances of increased coverage.

²For explanation refer to PART II - Technical Specifications, Subsection 1, General Specifications, Paragraph 1.10 and PART IV - General Bid Information, Subsection 2, Pricing Information, Paragraph 2.4. **Bidder/Contractor must reflect percentage of total premium which will be returned to the State.**

EXHIBIT II

RATES

- 1) The bidder/contractor shall indicate below the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I.

INCLUDING TERRORISM COVERAGE

- 1) The bidder/contractor shall indicate below the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I.

EXCLUDING TERRORISM COVERAGE

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT III	*		*	
IM-44	*	COMPANY SIGNATURE	*	04-01-2003	*	21 of 45
		PAGE				

EXHIBIT III

COMPANY SIGNATURE PAGE

INSURANCE COMPANY OR COMPANIES TO BE USED AND PERCENTAGE OR LAYER OF COVERAGE TO BE PROVIDED BY EACH: **(If additional space is required supplemental pages that are identified should be attached for insurance company name and signature)**

NOTE: See signature requirements per PART I, Item 6 and PART IV, Item 1.10.

Insurance Company Name: _____

Signature Of Designated Authorized Representative Of The Insurance Company:

Percentage Or Layer Of Coverage To Be Provided:

NOTE: Bidder/Contractor Must Answer the Following Questions:

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1) Is insurance company an assessable mutual company? ³ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Is insurance company licensed to do business in Louisiana? ³ | <input type="checkbox"/> | <input type="checkbox"/> |

³See PART II, Item 1.1.2 of these specifications

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT IV	*		*	
IM-44	*	CLAIMS HANDLING	*	04-01-2003	*	22 of 45
		PROCESS NARRATIVE				

EXHIBIT IV

CLAIMS HANDLING PROCESS NARRATIVE

Bidders/Contractors **shall** respond to the following:

Provide a narrative description of the claims handling procedures (routine processing) to be used in servicing the account for **Following Form All Risk Bridge Property Damage Coverage on Scheduled Bridges (Including Business Income Coverage)**. The description should include, but not be limited to, the routine processing of claims, the reaction time to a new loss, and the length of time before a claim's payment will be made. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT V</i>	*		*	
IM-44	*	COVERAGE/SERVICES DEVIATIONS	*	04-01-2003	*	23 of 45

EXHIBIT V

COVERAGE AND/OR OTHER SERVICES DEVIATIONS

Bidder/Contractor shall indicate below any change or restriction in conditions, warranties, or exclusions from the **Following Form All Risk Bridge Property Damage Coverage (Including Business Income Coverage) and/or other services required by these specifications.** Submission of sample policy and/or service narrative shall not be considered as compliance with above stipulations. Non-disclosure of changes/restrictions shall be interpreted to mean policy and/or other services to be provided will be in compliance with coverage and/or other services requested in these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VI</i>	*		*	
IM-44	*	<i>NOT</i>	*	04-01-2003	*	24 of 45
		<i>APPLICABLE</i>				

EXHIBIT VI

NOT APPLICABLE

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EXHIBIT VII
BIDDER'S CHECK LIST

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Entire IFB returned (per page 6, item 6.2.5).
<input type="checkbox"/>	<input type="checkbox"/>	2. Page 21 (EXHIBIT III) signed by designated authorized representative of the insurance company (per page 6, item 6.1.2 and page 14, item 1.10).
<input type="checkbox"/>	<input type="checkbox"/>	3. Insurance Company Name has been indicated on Page 21 (EXHIBIT III) per page 14, item 1.10.
<input type="checkbox"/>	<input type="checkbox"/>	4. Form ORM-2 signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	5. Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	6. Amendment(s) (if applicable) returned (per page 6, item 6.2.5 and page 5, item 4.2).
NOTE: ITEMS 7A, 7B, AND 7C; <u>OR</u> 8A, 8B, AND 8C; <u>OR</u> 9 IS REQUIRED.		
<input type="checkbox"/>	<input type="checkbox"/>	7A. Board resolution/power of attorney (per page 15, item 3.1.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7B. Board resolution/power of attorney (per page 15, item 3.1.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7C. Board resolution/power of attorney (per page 15, item 3.1.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8A. Notarized affidavit, board resolution/power of attorney (per page 15, item 3.2.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8B. Notarized affidavit, board resolution/power of attorney (per page 15, item 3.2.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8C. Notarized affidavit, board resolution/power of attorney (per page 16, item 3.2.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	9. Bid Bond (per page 15, item 3.1.2 or page 16, item 3.2.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	10. Claims narrative submitted (per page 16, item 3.4 and page 22, EXHIBIT IV).
<input type="checkbox"/>	<input type="checkbox"/>	11. Were any coverage and/or other services deviations submitted on page 23, EXHIBIT V (per page 14, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	12. Does insurance company have current Best Rating of "A++", "A+", "A" or "A-", Class VIII or higher (Per page 9, item 1.1.2)?
<input type="checkbox"/>	<input type="checkbox"/>	13. Were premium rates indicated on EXHIBIT II, page 20 (per page 12, item 7.1 and page 14, item 2.1)?
<input type="checkbox"/>	<input type="checkbox"/>	14. Errors and Omissions Certificate (per page 16, item 3.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	15. Were premium quotations indicated on EXHIBIT I, page 18 (per page 14, items 2.1 and 2.2)?
<input type="checkbox"/>	<input type="checkbox"/>	16. Was commission return percentage factor reflected on EXHIBIT I, page 18 (per page 15, item 2.4)?
<input type="checkbox"/>	<input type="checkbox"/>	17. Are responses to questions on EXHIBIT III, page 21 in compliance with requirements in Item 1.1.2 on page 9?

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
IM-44	*	EARNED PREMIUM & LOSS EXPERIENCE INFO	*	04-01-2003	*	26 of 45

SCHEDULE A

EARNED PREMIUM AND LOSS EXPERIENCE INFORMATION

This schedule contains earned premium and loss experience information for the past five years.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE A</i>	*		*	
IM-44	*	<i>EARNED PREMIUM &</i>	*	04-01-2003	*	27 of 45
		LOSS EXPERIENCE INFO				

SCHEDULE OF CURRENT COVERAGE

Layer 1: \$1,000,000 Primary Coverage written through the Louisiana Self-Insurance Program.

Layer 2: \$150,000,000 Excess of \$1,000,000 self Insurance Program

Company: Indemnity Insurance Company of North America
Agent: Eustis Insurance, Inc.
Premium: \$251,859.00

Layer 3: Excess of \$151,000,000 to TIV

Company: The St. Paul Company
Agent: Eustis Insurance, Inc.
Premium: \$31,342.00

EARNED PREMIUM AND LOSS EXPERIENCE INFORMATION

These schedules contain earned premium and loss experience information for the past 5 years.

POLICY PERIOD	BRIDGE VALUE	CO-INSURANCE	DEDUCTIBLE	PREMIUM
07-01/1998/1999				
Bridge No. 1	\$207,528,302	80%	\$1,000,000	\$160,061
Bridge No. 2	\$279,711,415	80%	\$1,000,000	\$213,091
07-01/1999/2000				
Bridge No. 1	\$213,038,522	80%	\$1,000,000	\$164,109
Bridge No. 2	\$289,270,522	80%	\$1,000,000	\$220,113
07-01/2000/2001				
Bridge No. 1	\$218,013,952	80%	\$1,000,000	\$115,548
Bridge No. 2	\$296,216,496	80%	\$1,000,000	\$155,118
07-01/2001/2002				
Bridge No. 1	\$221,636,014	80%	\$1,000,000	\$115,894
Bridge No. 2	\$301,651,871	80%	\$1,000,000	\$155,979
07-01/2002/2003				
Bridge No. 1	\$231,077,590	80%	\$1,000,000	\$120,671
Bridge No. 2	\$314,638,938	80%	\$1,000,000	\$162,530

POLICY PERIOD	*NUMBER OF CLAIMS INCURRED	*TOTAL LOSS INCURRED BY ORM	*THIRD PARTY RECOVERY	*LOSSES INCURRED BY EXCESS CARRIER
07-01-1998/1999	27	\$135,174	\$50,083	-0-
07-01-1999/2000	15	\$43,487	\$24,524	-0-
07-01-2000/2001	14	\$165,997	\$17,606	-0-
07-01-2001/2002	7	\$23,375	\$3,944	-0-
07/01-2002/2003	4	\$33,806	-0-	-0-

As of 12/03/2002

CLAIM LISTINGS

All Claims over \$1,000 per occurrence are indicated below.

Policy Period 07-01-1998 thru 06-30-1999		
DATE OF LOSS	DESCRIPTION	LOSS
02/16/99	Vehicle Struck Attenuator @ Gen. Degaulle split	\$11,289
03/09/99	Attenuator @ toll booth #5 Struck by automobile	\$9,569
03/23/99	Attenuator @ Gen. Degaulle split damaged by automobile	\$11,289
05/11/99	Automobile struck Attenuator Lane #1	\$2,000
05/19/99	Army tractor w/ Bull dozer struck both Attenuators in Lane #1	\$17,069
07/27/98	Attenuator westbound struck by vehicle	\$11,289
08/17/98	Vehicle struck Attenuator @ Gen. Degaulle	\$11,320
10/09/98	Automobile struck booth #2- Glass of booth Attenuator damaged	\$12,009
11/01/98	Automobile struck Attenuator westbound Algiers approach	\$2,807
TOTAL		\$88,641

Policy Period 07-01-1999 thru 06-30-2000		
DATE OF LOSS	DESCRIPTION	LOSS
04/16/00	Attenuator @ Gen. Degaulle & Terry struck by automobile	\$9,746
10/28/99	Automobile struck Attenuator in lane #7	\$2,069
TOTAL		\$11,815

Policy Period 07-01-2000 thru 06-30-2001		
DATE OF LOSS	DESCRIPTION	LOSS
02/25/01	Vehicle struck Attenuator	\$20,034
02/27/01	Attenuator @ Gen Degaulle split struck by automobile	\$16,849
04/12/01	Attenuator lane #1 struck by automobile	\$20,147
06/07/01	Attenuator @ Gen. Degaulle exit struck by vehicle	\$17,714
08/30/00	Vehicle struck Attenuator @ Terry Parkway & Gen. Degaulle	\$17,789
09/25/00	Automobile struck Attenuator @ Gen. Degaulle & Terry Parkway	\$18,008
12/03/00	Automobile crashed into Attenuator in toll lane #6	\$17,519
TOTAL		\$128,060

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
IM-44	*	EARNED PREMIUM & LOSS EXPERIENCE INFO	*	04-01-2003	*	29 of 45

Policy Period 07-01-2001 thru 06-30-2002		
DATE OF LOSS	DESCRIPTION	LOSS
05/23/02	Attenuator @ Gen. Degaulle struck by automobile	\$3,678
09/02/01	Automobile struck Attenuator @ toll lane #2	\$2,726
10/07/01	Tag camera @ toll lane #12 damaged by automobile	\$1,403
10/24/01	Vehicle damaged Attenuator @ Gen. Degaulle	\$2,601
TOTALS		\$10,408

Policy Period 07-01-2002 thru 06-30-2003		
DATE OF LOSS	DESCRIPTION	LOSS
07/23/02	Automobile struck "VES Light" in Lane F	\$1,403
07/26/02	Dump Truck Struck Light for Camera @ Toll # 9	\$1,403
08/06/02	Impact Attenuator Struck by Vehicle in Toll #10	\$15,000
09/15/02	Automobile struck impact attenuator (HOV- Transit Ramp)	\$16,000
TOTALS		\$33,806

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE B</i>	*		*	
IM-44	*	<i>POLICY FORMS</i>	*	04-01-2003	*	30 of 45
		AND ENDORSEMENTS				

SCHEDULE B

POLICY FORMS AND ENDORSEMENTS

This schedule contains a copy of the underlying **Following Form All Risk Property Damage Coverage on Scheduled Bridges (Including Business Income Coverage)** policy forms and endorsements which reflect the minimum coverage which will be accepted for award of this IFB.

In the event of any discrepancies between the insurance requirements delineated in these specifications and the model policy(ies) included herein, the bid specifications **shall** govern.

This schedule is for informational purposes only and not to be used in awarding the contract.

State of Louisiana

Office of Risk Management

Self Insurance Fund

Bridge Property Damage Declaration

Office of the Governor

Division of Administration

Named Insured And Address	State of Louisiana, Department of Transportation and Development and Crescent City Connection Division c/o Office of Risk Management (ORM) Post Office Box 94095, Capitol Station Baton Rouge, Louisiana 70804-9095	Certificate No.:	IM20032004			
		Policy Period:	12:01 A.M. Standard Time At Place Of Issuance			
			From:	July 1, 2003	To:	July 1, 2004

Description Of Premises

Scheduled bridges

Coverage Provided

Limit of Insurance

\$1,000,000 combined single limit per occurrence per bridge as regards direct physical loss or damage to covered property and as regards any other coverage hereinafter provided.

Optional Coverage (Applicable Only When Entries Are Made In The Schedule Below)

Excess coverage afforded as available from the commercial market.

Mortgage Holders

Mortgage Holder Name and Mailing Address

It is agreed that for instances where state-owned property has a mortgage, the mortgagee is automatically considered the loss payee for coverage provided hereunder.

Deductible

The sum of \$1,000 shall be deducted from the amount of loss to property in one occurrence resulting from a covered peril.

Forms Applicable

IM-01	IM-02	IM-03	IM-04	IM-05	IM-06	IM-07	IM-08	IM-09
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Be it understood and agreed that wherever the word company or State is used in this form or any form attached thereto, the words State Of Louisiana Self Insurance Program Fund shall be substituted therefore. Be it further agreed that the words policy and certificate shall be synonymous.

This Policy Is Subject To Cost Allocation
Plan Of Office Of Risk Management

(Authorized Signature)
Mr. J. S. Thompson, Jr.
State Risk Director

Bridge Property Damage

All Risk Form

1. THIS POLICY SHALL COVER:

All property described as property covered in the Declarations section of this policy.

2. THIS POLICY INSURES AGAINST;

Direct physical loss or damage however caused except as hereinafter provided and loss of revenue as described in the attached "Bridge Use and Occupancy Form".

3. THIS POLICY DOES NOT INSURE AGAINST:

- A.** Loss or damage or expense caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto); or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority.
- B.** Loss or damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion, sabotage, vandalism, malicious mischief, or the acts of any person or persons taking part in any such occurrence or disorder.
- C.** Loss or damage or expense caused by or resulting from inherent defect, wear and tear, gradual deterioration, or expansion or construction due to changes of temperature, unless resulting in collapse of the property or a material part thereof. However, under no circumstances shall the Company be liable for loss or damage caused, or contributed to, by failure of the Assured to keep and maintain the property in a thorough state of repair.

D. Loss or damage or expense caused by or resulting from the neglect of the Assured to use reasonable means to save and preserve the property at the time of and after any loss or damage.

E. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy. Direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

4. This policy shall be void unless otherwise provided by agreement in writing added hereto, if:

A. The character of the property or the design or construction thereof be materially altered or changed during the policy term; but this shall not apply to temporary alterations or changes which are incidental to the performance of necessary repairs and which are immediately reported to the Company in writing; or

B. Any change takes place in the interest, title or possession of the subject of insurance; or

C. This policy be assigned or transferred.

5. This policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Assured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

6. It shall be optional with the Company to take over any material for the loss of which it has paid or which has been replaced by new material at the expense of the Company, and also to repair, rebuild or replace any property lost or damaged with other of like kind or quality within a reasonable time on giving notice of its intention to do so within thirty (30) days after the receipt of the proof of loss herein required; but there shall be no constructive total loss hereunder, and there can be no abandonment of any property to the Company.

Bridge Property Damage

All Risk Form

7. In no event shall the Company be liable for more than its proportion of the amount it would cost to repair or replace the property damaged or lost at the time of the loss with material of like kind and quality, but without deduction for depreciation. In no event shall the Company be liable for any increased cost of repairs or reconstruction by reason of any law, ordinance, regulation, permit or license regulating construction or repair.
8. If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal, nor shall the insured.
9. The Assured shall submit, and so far as is within his or their power shall cause all other persons interested in the property and employees to submit to examinations under oath by any persons named by the Company, relative to any and all matters in connection with a claim and subscribe the same; and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.
10. In case of loss or damage to any part of a machine consisting, when complete, of several parts, the Company shall only be liable for its proportion of the value of the part lost or damaged including the cost of installation.
11. The insured shall render to this company a proof of loss within twenty-four months after the loss, unless such time is extended in writing by this company.
12. In case of loss or damage, it shall be lawful and necessary for the Assured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this insurance; nor shall the acts of the Assured or the Company, in recovering, saving and preserving the property insured in case of loss or damage be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Assured and the Company proportionately to the extent of their respective interests.
13. Upon making payments under this policy the Company shall be entitled to demand and receive from the Assured a complete assignment of all rights of recovery against any person, corporation, vessel or interest and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Assured shall not do anything after loss to prejudice such rights. Such recovery (after expenses incurred in recovery are deducted) shall be for the benefit of the Assured and of the Company proportionately to the extent of their respective interests.
14. All adjusted claims shall be paid or made good to the Assured within sixty (60) days after presentation and acceptance of satisfactory proof of loss at the office of the Company.
15. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with and unless commenced within twenty-four months next after inception of the loss.

Bridge Property Damage

Bridge Use and Occupancy

1. *This Form Insures Against:*

Loss of revenue resulting from necessary interruption, total or partial, of the use of the property, resulting from direct physical loss or damage occurring during the term of this policy to the property, however caused, except as hereinafter provided.

A. *This Form Does Not Insure Against Loss of Revenue Caused By Or Resulting From:*

- (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority of forces, except when such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the property is situated;
- (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority;

- B.** Inherent defect, wear and tear, gradual deterioration, or expansion or contraction due to changes of temperature, unless resulting in collapse of the property or a material part thereof.

However, under no circumstances shall the Company be liable for loss of revenue caused, or contributed to, by failure of the Insured to keep and maintain the property in a thorough state of repair.

- C.** Neglect of the Insured to use reasonable means to save and preserve the property at the time of and after any loss or damage;
- D.** Failure or breakdown of machinery or accessories unless resulting from an external cause which is not excluded elsewhere hereunder;
- E.** Suspension of use of the property by governmental or municipal authority, unless such suspension of use is occasioned by direct physical loss or damage to the property from an external cause which is not excluded elsewhere hereunder;
- F.** Suspension of use of the property which may be occasioned by (or to the extent that same may be increased) any ordinance or law, governmental or municipal order, regulating or prohibiting construction or repair of the property or by the suspension, lapse, cancellation of, refusal of, or delay in the granting of any license, lease or permit or by an injunction or process of court;
- G.** Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

Bridge Property Damage

Bridge Use and Occupancy

2. This form shall be void unless otherwise provided by agreement in writing added hereto, if;

- A.** The character of the property or the design or construction thereof be materially altered or changed during the policy term; but this shall not apply to temporary alterations or changes which are incidental to the performance of necessary repairs and which are immediately reported to the Company in writing; or
- B.** Any change takes place in the interest, title or possession of the property or of the subject of this insurance; or
- C.** This policy be assigned or transferred.

3. This entire form shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

4. For the purpose of this insurance revenue is defined as the income from tolls and other operating sources, less such maintenance and operating charges and expenses as do not necessarily continue during the period of total or partial suspension of use.

The word "day" and/or "diem" wherever used in this policy shall be held to cover a period of twenty-four (24) consecutive hours.

5. The per diem liability under this policy during the time of total suspension of use of the property shall be limited to this policy's proportion of the actual loss of revenue sustained, due consideration being given to the revenue before the loss or damage and the probable revenue thereafter, not exceeding 1/365 of the amount of this policy for each day of total suspension.

The per diem liability under this policy during the time of partial suspension of the use of the property shall be limited to this policy's proportion of the actual loss of revenue sustained, not exceeding that proportion of the per diem liability which would have been incurred hereunder by a total suspension of the use of all the property, which the actual per diem loss of revenue sustained during the time of partial suspension bears to the per diem loss of revenue which would have been sustained by a total suspension of the use of all the property for the same time, due consideration being given in either case to the revenue before the loss or damage and the probable revenue thereafter.

The liability under this policy shall not exceed the amount of insurance hereunder, nor a greater proportion of any loss than the insurance hereunder shall bear to all insurance, whether valid or not, and whether collectible or not, covering in any manner the loss insured against by this policy. In the event of the insurance hereunder being reduced by payment of loss, such reduction shall apply only to the amount of the policy, the limit of liability per diem which was in effect immediately prior to the loss being unaffected thereby.

6. The Company shall not be liable nor pay for any loss of revenue resulting from any total or partial suspension of use of the property except its proportion of loss of revenue arising from that part of a suspension which is in excess of seven (7) days, each accident being a separate claim; and the Company shall not be liable for any loss of revenue which occurs after the time when the property could with ordinary diligence and dispatch be restored to use.

7. It is a condition of this insurance that as soon as practicable after any loss or damage, the Insured shall resume complete or partial operation of the property and shall make use of other property, if obtainable, if by so doing the amount of loss hereunder will be reduced, and in the event the loss can so be reduced such reduction shall be taken into account in arriving at the amount of the loss hereunder.

Bridge Property Damage

Bridge Use and Occupancy

8. If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal, nor shall the insured.
9. The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
10. The Insured shall soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within one (1) year from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
11. In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
12. Upon making payment under this policy the Company shall be entitled to demand and receive from the Insured a complete assignment of all rights of recovery against any person, corporation, vessel or interest and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall not do anything after loss to prejudice such rights. Such recovery (after expenses incurred in recovery are deducted) shall be for the benefit of the Insured and of the Company proportionately to the extent of their respective interests.
13. All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

Bridge Property Damage

Bridge Use and Occupancy

14. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State. In the event that it is not possible to evaluate extent of loss within one (1) year, the Company agrees to waive prescription for a period of sixty (60) days after extent of loss is determined.

15. If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro-rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.

16. The terms and conditions of this form are to be regarded as substituted for those of the policy to which it is attached, the latter being thereby waived.

Bridge Property Damage

Schedule of Bridges

1. New Orleans Bridge No. 1

That certain steel and concrete highway bridge, known as "The Greater New Orleans Bridge" (including approaches) spanning the Mississippi River in the City of New Orleans located at the vicinity of Thalia Street in New Orleans, and Bringier Street in Algiers; coverage beginning on New Orleans side at Camp Street (Bent N31 - approximately Station 83 + 00) but including connecting exit and access ramps at Camp Street Station 202 + 00, but including two curves connecting with West Bank Expressway and Victory Drive. Coverage shall include all appurtenances, equipment, fixtures, and accessories attached to and forming a part of the bridge, but shall exclude toll booths, administration building, garage, and other buildings, their contents and equipment.

2. New Orleans Bridge No. 2

That certain steel and concrete highway bridge, known as "The Greater New Orleans Bridge No. 2" (including approaches) spanning the Mississippi River in the City of New Orleans located approximately 310 feet from the Greater New Orleans Bridge No. 1; beginning at the abutment at the Toll Plaza on the Westbank to Camp Street on the Eastbank. Coverage shall be extended to include approaches, access ramps, appurtenances, equipment, fixtures, and accessories attached to and forming a part of the bridge, but shall exclude toll booths, administration building, garage and other buildings, their contents and equipment.

Bridge Property Damage

Debris Removal

In consideration of the premium charged this policy is hereby extended, in the event of loss recoverable under this policy in the absence of this endorsement, to include the cost of removal of material and debris formerly an insured part of the property, including cost of removal or demolition of any portion of the insured property no longer useful for the purpose for which it was intended, but only in the event the insured is required by any valid law or ordinance in effect at the time of the property damage loss to effect such removal or demolition.

In no event shall the company be liable for a greater proportion of a loss payable under this endorsement than its proportion of the liability for property damage under the provisions of the average clause applicable thereto.

This endorsement shall not increase the amount of insurance under this policy.

All other terms and conditions remain unchanged.

Bridge Property Damage

Additional Perils

In consideration of the premium charged, this insurance is hereby extended to cover physical damage to or destruction of the property directly caused by strikers, locked-out workmen or persons taking part in labor disturbances or riots or civil commotion, vandalism, sabotage or malicious mischief and as so extended shall include such losses directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the country where the property is situated.

Nothing in the foregoing shall be construed to include any loss, damage or expense caused by or resulting from any of the risks or perils mentioned in Clause 3 (a) of the Bridge Property Damage All Risk Form to which this endorsement is attached, excepting only the acts of certain agents expressly covered above, but in no event shall this endorsement include any loss, damage or expense caused by or resulting from any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

All other terms and conditions remain unchanged.

Bridge Property Damage

Pollution and Contamination

A. This agreement does not cover loss or damage resulting from:

1. Actual, alleged, or threatened release, discharge, dispersal or escape of toxic or hazardous substances, contaminants or pollutants, at any time regardless of whether sudden or accidental, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy. The term "pollutant" used in this clause is defined as any solid, liquid, gaseous or thermal irritant, including but not limited to vapor, fumes, acids, alkalis, chemicals and/or waste.
2. This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft, explosion, riot, civil commotion, smoke, vehicles, ship collision, windstorm or hail to property covered, vandalism, malicious mischief or leakage or accidental discharge from automatic fire protection systems.

B. This agreement does not cover any expense involved to:

1. Extract contaminants or pollutants, as defined above, from the debris; or
2. Extract contaminants or pollutants, as defined above, from the land or water; or
3. Remove, restore or replace contaminated or polluted land or water; or
4. Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation.

All other terms and conditions remain unchanged.

Bridge Property Damage

Exclusions

It is understood and agreed that the following additional policy wording and exclusions are added to this policy.

1. ADDITIONAL PERILS EXCLUSION

This policy does not insure loss or damage caused directly or indirectly by the following additional perils excluded. Such loss or damage is excluded whether contributed to, in whole or in part, by these excluded perils.

- A.** Asbestos material removal unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective systems.
- B.** Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material.

- C.** Any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

2. AUTHORITIES EXCLUSION

Notwithstanding any of the provisions of this policy, the company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the insured at the order of any government agency, court or other authority arising from any cause whatsoever. This exclusion shall not supersede the coverage as set forth in Bridge Property Damage Debris Removal Endorsement attached to this policy.

All other terms and conditions remain unchanged.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE B	*		*	
IM-44	*	POLICY FORMS	*	04-01-2003	*	43 of 45
		AND ENDORSEMENTS				

Bridge Property Damage

Trustee/Loss Payee

A. As respects the **New Orleans Bridge No. 1**, it is agreed that the following is added as trustee/loss payee:

- 1. First National Bank of Commerce**
New Orleans, Louisiana 70130

ALL PURPOSE ENDORSEMENT

Terrorism Exclusion

A) Any other provision of this policy notwithstanding, this insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly resulting from or arising out of or in any way related to any:

1. "Act of Terrorism"; or
2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti- terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism."

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in sequence to the loss, injury, damage, expense, cost, or legal obligation.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

B) As used in this endorsement:

"Act of Terrorism" means an activity that:

1. Involves any violent act or any act dangerous to human life, tangible or intangible property, and that causes damage to property or injury to persons or causes a threat thereof; and

2. Appears to be intended, in whole or in part, to:

- a) Intimidate or coerce a civilian population; or
- b) Disrupt any segment of a nation's economy; or
- c) Influence the policy of a government by intimidation or coercion; or
- d) Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage- taking; or
- e) Respond to governmental action or policy.

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
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Louisiana Certification of Exempt Commercial
Policyholder Status Pursuant to Louisiana Regulation 72

The undersigned _____, (the Insured) certifies to _____ (the Insurer) that the Insured meets the criteria below and is an Exempt Commercial Policyholder under Louisiana law. The Insurer may issue a commercial risk insurance policy to an Exempt Commercial Policyholder without filing the policy form with the Louisiana Department of Insurance and the Insurer by signing below certifies that it has the necessary expertise to negotiate its own policy language. The policy must still comply with Louisiana law, and complaints or questions about compliance may be directed to the Louisiana Department of Insurance (1-800-259-5300).

In order to be an Exempt Commercial Policyholder, the Insured must:

1. Execute this Certification Form and return it to the Insurer.
2. Acquire the insurance policy through an insurance agent licensed in Louisiana.
3. Meet the following requirements:
 - Have and maintain aggregate annual commercial risk insurance premiums, excluding workers compensation and employer's liability and professional liability insurance premiums of more than two hundred thousand (\$200,000) dollars in the preceding fiscal year. In determining whether this threshold has been met, premiums paid to one or more insurers are to be added together to reach the total aggregate.
 - At the time the policy is issued the policyholder must have (a) if a single company not less than fifty (50) employees; (b) if a member of an affiliated group not less than one hundred (100) employees collectively; (c) if a municipality a population of not less than fifty thousand (50,000); and, (d) if a public entity an operating budget of not less than twenty (\$20,000,000) million dollars for the most recently completed calendar or fiscal year whichever applies.

Signed: _____

Date: _____

Printed: _____

Title: _____

Risk Manager: _____